CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

Vendor ID 0000013724 Medline Industries 1 Medline Place Mundelien IL 60060

Contract ID		Page
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Contract Dates		Origin
04/02/2009 to 04/02/2011		CPŠ
Description:		Contract Maximum
CPS - SKIN CARE PRODUCTS		\$999,999.99
Buyer Name	Buyer Phone	Contract Status
LaRose.Deborah L	828-4635	Approved

Phone

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	4 IN 1 BODY CLEANSER FOAM	CS	62.30000	0.00	0.00

9 OZ, CLEANSES, MOISTURIZES, PROVIDES MILD PROTETION AGAINST TRANSEPIDERMAL WATER LOSS (TEWL) AND NOURISHES SKIN IN ONE STEP. HELPS REDUCE ODOR. READY TO USE, NO RINSE FOAM, ONE BOTTLE CONTAINS 340 PUMPS OF FOAM, PHOSPHOLIPID BASE, MUST CONTAIN OLIVAMINE R, I-PROLINE, I-CYSTEINE AND GLYCINE. ACTIVE INGREDIENTS: DIMETHICONE (1.5%) REMEDY BRAND MEDLINE MSC #094109

2 SKIN REPAIR CREAM

CS 53.72000 0.00

0.00

4 OZ., HELPS STRENGTHEN SKI9N WHILE PROTECTING AGAINST TEWL. FOR PATIENTS WHO ARE AT RISK FOR SKIN BREAKDOWN. READY TO USE. CAN BE USED ON SUNBURN, ITCHING OR DRYNESS. CONTAINS OLIVAMINE R, I-PROLINE, I-CYSTEINE AND GLYCINE. ACTIVE INGREDIENTS: DIMETHICONE (1.5%) REMEDY BRAND MEDLINE #MSC094424.

3 NUTRASHIELD SKIN PROTECTANT

CS 79.42000

0.00

4 OZ. PROVIDES MOISTURE BARRIER AGAINST INCONTINENCE, PROTECTS AGAINST TEWL, LAST AFTER REPEATED WASHINGS, GOOD FOR PATIENTS WITH VERY DRY SKIN, CAN BE USED UNDER COMPRESION WRAPS, WILL NOT INTERFERE WITH ANTIMICROBIAL PROPERTIES OF CHG (CHLORHEXIDINE GLUCONATE). CONTAINS OLIVAMINE R, I-PROLINE, I-CYSTEINE AND GLYCINE. ACTIVE INGREDIENTS: DEMETHICONE 1% REMEDY BRAND MEDLINE #MSC 094534

4 CLEAR AID SKIN PROTECTANT

CS 62.89000

0.00

2.5 OZ., CLEAR, MOISTURE BARRIER THAT ADHERES TO WET, MACERATED SKIN TO ALLOW FOR EASY MONITORING. FOR USE IN PERINEAL AREA AND LOWER EXTREMITIES TO PROTECT AGAINST MINOR SKIN IRRITATION AND DRYNESS. CONTAINS SAFFLOWER SEED OIL, MINIMUM SKIN DRAGGING. CONTAINS OLIVAMINE R ACTIVE INGREDIENTS: WHITE PATROLATUM (50%) REMEDY BRAND MEDLINE #MSC094502

5 CALAZIME PROTECTANT PASTE

CS

72.99000

0.00

4 OZ. ZINC OXIDE-BASED BARRIER THAT PROTECTS AGAINST MOISTURE AND MINOR IRRITATION. METHOL COOLS IRRITATED SKIN AND CALMS INFLAMMED TISSUE. CONTAINS SUNFLOWER SEED OIL, ORGANIC OLIVE OIL, EASY TO SPREAD, STANDARIZED WHITE PETROLATUM. CONTAINS OLIVAMNE R ACTIVE INGREDIENTS ZINC OXIDE 20% AND MENTHOL40% REMEDY BRAND MEDLINE #MSC094544

6 ANTIFUNGAL POWDER

7

CS

54.35000

0.00

3 OZ. HELPS PREVENT MOST COMMON FUNGAL INFECTIONS INCLUDING ATHLETE'S FOOT, JOCK ITCH AND RINGWORM. HELPS ITCHING, BURNING AND IRRITATION, CONTAINS CETYL DEMETHICONE, OLIVAMINE R ACTIVE INGREDIENT: MICONAZOLE NITRATE (2%) REMEDY BRAND MEDLINE #MSC094603.

WOUND CARE PREVENTION AND TREATMENT KIT THAT CONTAINS: WOUND CARE HANDBOOK, EDUCATIONAL BROCHURES, WOUND IMAGES CD, WOUND CARE POCKET GUIDE. SEE REPRESENTATIVE.

EA

0.01000

0.00

0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR SKIN CARE PRODUCTS ISSUED FEBRUARY 9, 2009 AND VENDOR'S RESPONSE DATED FEBRUARY 23, 2009.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: SUPPLY SKIN CARE PRODUCTS TO VARIOUS LOCATIONS THROUGHOUT THE STATE OF VERMONT ON AN AS NEEDED BASIS.

CONTRACT PERIOD: APRIL 2, 2009 TO APRIL 2, 2011 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL 12 MONTH PERIODS.

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Contract ID		Page	
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04/02/2009 to 04/02/2011		CPŠ	
Description:		Contract Maximum	
CPS - SKIN CARE PRODUCTS		\$999,999.99	
Buyer Name	Buyer Phone	Contract Status	
LaRose, Deborah L	828-4635	Approved	

Phone #:

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
TERMS: NET 30 DAYS					

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: ALL PRODUCTS ARE INSIDE DELIVERY ONLY. ALL PRODUCTS ARE TO BE DELIVERED WITH ONE WEEK OF RECEIPT OF ORDER. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15 REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

State of Vermont

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> Vendor ID 0000013724 **Medline Industries** 1 Medline Place Mundelien IL 60060 USA



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Contract Dates		Origin
04/02/2009 to 04/	02/2011	CPŠ
Description:		Contract Maximum
CPS - SKIN CARE	PRODUCTS	\$999,999.99
Buyer Name	Buyer Phone	Contract Status
LaRose.Deborah L	828-4635	Approved

Phone #:

Unit Max Max Line # Item ID HOM **Item Desc** Price Qty Amt TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

BIDDER SUPPLIED SAMPLES: THE COMMISSIONER RESERVES THE RIGHT TO REQUEST FROM THE BIDDER/CONTRACTOR A REPRESENTATIVE SAMPLE(S) OF THE PRODUCT OFFERED AT ANY TIME PRIOR TO OR AFTER AWARD OF A CONTRACT. UNLESS OTHERWISE INSTRUCTED, SAMPLES SHALL BE FURNISHED WITHIN THE TIME SPECIFIED IN THE REQUEST. UNTIMELY SUBMISSION OF A SAMPLE MAY CONSTITUTE GROUNDS FOR REJECTION OF BID OR CANCELLATION OF THE CONTRACT. SAMPLES MUST BE SUBMITTED FREE OF CHARGE AND BE ACCOMPANIED BY THE BIDDER'S NAME AND ADDRESS, ANY DESCRIPTIVE LITERATURE RELATING TO THE PRODUCT AND A STATEMENT INDICATING HOW AND WHERE THE SAMPLE IS TO BE RETURNED. WHERE APPLICABLE, SAMPLES MUST BE PROPERLY LABELED WITH THE APPROPRIATE BID OR CONTRACT REFERENCE.

A SAMPLE MAY BE HELD BY THE COMMISSIONER DURING THE ENTIRE TERM OF THE CONTRACT AND FOR A REASONABLE PERIOD THEREAFTER FOR COMPARISON WITH DELIVERIES. AT THE CONCLUSION OF THE HOLDING PERIOD THE SAMPLE, WHERE FEASIBLE, WILL BE RETURNED AS INSTRUCTED BY THE BIDDER, AT THE BIDDER'S EXPENSE AND RISK. WHERE THE BIDDER HAS FAILED TO FULLY INSTRUCT THE COMMISSIONER AS TO THE RETURN OF THE SAMPLE (I.E., MODE AND PLACE OF RETURN, ETC.) OR REFUSES TO BEAR THE COST OF ITS RETURN, THE SAMPLE SHALL BECOME THE SOLE PROPERTY OF THE RECEIVING ENTITY AT THE CONCLUSION OF THE HOLDING PERIOD.

ENHANCED SAMPLES: WHEN AN APPROVED SAMPLE EXCEEDS THE MINIMUM SPECIFICATIONS, ALL PRODUCT DELIVERED MUST BE OF THE SAME ENHANCED QUALITY AND IDENTITY AS THE SAMPLE. THEREAFTER, IN THE EVENT OF A CONTRACTOR'S DEFAULT, THE COMMISSIONER MAY PROCURE A PRODUCT SUBSTANTIALLY EQUAL TO THE ENHANCED SAMPLE FROM OTHER SOURCES, CHARGING THE CONTRACTOR FOR ANY ADDITIONAL COSTS INCURRED.

CONFORMANCE WITH SAMPLE(S): SUBMISSION OF A SAMPLE (WHETHER OR NOT SUCH SAMPLE IS TESTED BY, OR FOR, THE COMMISSIONER) AND APPROVAL THEREOF SHALL NOT RELIEVE THE CONTRACTOR FROM FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS, PÉRFORMANCE RELATED AND OTHERWISE, SPECIFIED IN THE BID SPECIFICATIONS. IF IN THE JUDGMENT OF THE COMMISSIONER THE SAMPLE OR PRODUCT SUBMITTED IS NOT IN ACCORDANCE WITH THE SPECIFICATIONS OR TESTING REQUIREMENTS PRESCRIBED IN THE BID SPECIFICATIONS, THE COMMISSIONER MAY REJECT THE BID. IF AN AWARD HAS BEEN MADE, THE COMMISSIONER MAY CANCEL THE CONTRACT AT THE EXPENSE OF THE CONTRACTOR.

TESTING: ALL SAMPLES ARE SUBJECT TO TESTS IN THE MANNER AND PLACE DESIGNATED BY THE COMMISSIONER, EITHER PRIOR TO OR AFTER CONTRACT AWARD. UNLESS OTHERWISE STATED IN THE BID SPECIFICATIONS, BIDDER SAMPLES CONSUMED OR RENDERED USELESS BY TESTING WILL NOT BE RETURNED TO THE BIDDER. TESTING COSTS FOR SAMPLES THAT FAILS TO MEET CONTRACT REQUIREMENTS MAY BE AT THE EXPENSE OF THE CONTRACTOR.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

VENDOR CONTACT INFORMATION: HEALTHCARE CONSULTANT: PAUL MILLER, TELEPHONE: 800-736-1565, FAX: 866-914-2951, EMAIL: PMILLER@MEDLINE.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222

E-MAIL: deb.larose@state.vt.us

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Buyer Name	Buyer Phone	Contract Status
LaPose Deborah I	828-4635	Approved

Phone #:		
Line # Item ID Item Desc WE THE UNDERSIGNED PARTIES AGREE		Max Amt
By the STATE of VERMONT	By the CONTRACTOR	
Date:	Date:	_
Signature:	Signature:	_
Name:	Name:	_
Title:	Title:	_
Email:	Email:	